LOFT PAC at 350 - Theater Rental

**Host your next event at the LOFT PAC**

 LOFT PAC is an intimate event space conveniently located in the heart of West Orange, NJ and within a short distance of numerous restaurants, shops and parks. You can host up to 170 seated guests (dinner & show) 250 (standing room) for performances, concerts, corporate events, special occasions and much more.

**LOFT FAC Rental Packages**

LOFT PAC theater hosts many private events per quarter and available dates are in high demand. We strongly suggest you request a booking at least three months prior to your desired date.

## **PERFECT VENUE TO**

* Host theater and performing arts events
* Stage concerts
* Screen films
* Hold recitals, auditions, or competitions
* Host talks, discussions, or seminars
* Conduct photo or video shoots
* Throw galas or fundraisers
* Gather for corporate events, conferences, presentations, or demos
* Celebrate special occasions

## **IDEAL LOCATION**

Hopewell Theater is located in the heart of Hopewell, NJ. We are:

* 15 minutes from downtown Newark, NJ
* 5 minutes from Route 280
* 10 minutes from NJ Turnpike
* Within walking distance of restaurants, shops, and the Hopewell Borough Park
* Surrounded by free street parking, plus two nearby parking lots open to use by Hopewell Theater patrons

**THE SPACE**

Hopewell Theater is a 175 seat theater with flexible seating options, from intimate banquette table seating to traditional fixed theater seats, to standing room to maximize your entertainment needs. LOFT PAC features state-of-the-art surround sound system, as well as a complete theatrical lighting and sound system.

***DRESSING ROOMS:***

Two good sized dressing rooms both with private bathrooms. One dressing room includes a shower. One additional dressing room dedicated to the Huron Club. No bathroom or shower.

**LOFT PAC Rental Event Policies**

By booking a Private Event at LOFT PAC, Event Host hereby agrees to the following terms. No person under the age of 18 may book an event on behalf of themselves or any other individual without the supervision of a parent or legal guardian. We require that any bookings be made by individuals 18 years of age or older.

### **DEPOSIT & PAYMENTS**:

All events require a 50% deposit to secure any date in our system. Balance of the rental fee is required 7 days before the scheduled performance date. Late payments will be subject to a $25 late fee. After you submit your Private Event Information Booking Form and payment and agree to the Private Event policies, our Services Coordinator will reserve the date for your event in our system. Payment can be made via cash, check or Cashapp or Zelle.

### **REFUNDS**

There are no refunds of any portion of the Private Event Fees once a payment has been processed by us, except in the case of an emergency as described in the paragraph below. Fees that we deem suitable for return. If payments to LOFT PAC are not made according to the schedule set forth in this Private Event contract, the Private Event is subject to cancellation and all money previously paid will be forfeited to LOFT PAC.

**REFUNDS IN CASE OF THEATER EMERGENCY:**

In the event that LOFT PAC is rendered unfit for occupancy, prior to the date of your event, i.e. destroyed or damaged by fire, the elements, or because of national or local calamity or Epidemic, LOFT PAC shall return one hundred percent (100%) of the Private Event Fees paid without any further liability or obligation by LOFT PAC.

**REFUND OF SECURITY DEPOSIT:**

Any permitted refund of your Security Deposit, which decision will be made in our sole discretion based on the condition of the Theater following your event, will be returned by check made out to the organization or individual hosting the event at the address listed on the Private Event Information Booking Form, within two weeks following the Private Event provided the Event Host has complied with all Theater Private Event Policies.

### **THEATER CAPACITY:**

Capacity is limited to 175 seated guests. 250 standing room. Event Host may not exceed this.

### **SHOWING FILM OR COPYRIGHTED MEDIA:**

Event Host agrees to obtain all licenses to film or copyrighted media shown during Private Event, and agrees to indemnify and hold LOFT PAC harmless from any claims, liability, or damages arising from the unlicensed use of film or copyrighted media.

### **FURNITURE:**

Event Host will have full use of all tables and seating areas in the Theater as well as one table placed in the lobby for Event Host’s event for guest check-in, box office or related use. Additional furniture as needed may be brought in by the event Host. All tables must be covered with linens supplied by LOFT PAC.

### **KITCHEN:**

LOFT PAC will provide all food, drink, plates, utensils, napkins, tablecloths, etc for all events. No additional equipment is allowed: no open flames, hot plates, etc.

### **ELECTRICITY:**

Electricity at LOFT PAC is included in all rentals.

### **CONCESSIONS:**

Event Host retains, at its option, the right to sell concessions and merchandise during the event and will retain one hundred percent (100%) of all sales. Additional food or merchandise sales by Event Host must be approved by LOFT PAC Services Coordinator. Event Host cannot under any circumstances use the LOFT PAC concessions counter, Equipment, or Point of Sale.

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### **BOX OFFICE:**

Comprehensive ticketing services are available for an additional charge upon request. This includes and is limited to Hopewell Theater posting your Private Event to the LOFT PAC website, selling advanced tickets online, opening and operating the Box Office the hour before and up to a half hour after the start of your Private Event, fielding phone calls about your Private Event in advance, and boosting your Private Event on social media.

If Event Host elects to purchase Comprehensive Ticketing Services, the net total of ticket sales for your event, after taxes and fees, will be paid by check made out to the organization or individual hosting the event at the address listed on the Private Event Information Booking Form, within two weeks following the Private Event. A fee of $150 per event will be applied for this service.

In order for your Private Event to be posted to the LOFT PAC website, you must submit to LOFT PAC a hi-resolution photos, 600 dpi or above, that are no more than 350 pixels wide, with a description of your event of no more than 5 sentences. If you would like us to input a video for your Private Event, an embed copy of your link must be submitted with photos to Services Coordinator. LOFT PAC is not responsible for editing or formatting your images or video. LOFT PAC reserves the right to edit or change the written materials supplied to post online.

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### **OTHER AREAS OF USE:**

Event Host will have access to all seating areas,the lobby and all bathrooms. Guests/Attendees are not allowed on the stage or back stage with the exception of load-in/out or for a staged event which will be supervised by our staff. Event Hosts do not have access to any other areas other than approved by LOFT PAC associates. Event Hosts do not have use of any equipment or additional furniture they may find backstage when loading in, unless consent provided by LOFT PAC.

### **TIMES OF USE:**

The Theater may not be occupied until the specified “begin time” you indicated on your Event Booking Form. The Theater must be vacated and cleaned of event related trash no later than the “end time” you indicated on your Private Event Information Booking Form. There are no exceptions. If “end time” is exceeded, Event Host will be charged $150 per hour for any amount of time exceeded

**EVENT RELATED TRASH:**

At the conclusion of the event, Event Host must pack belongings, including all event related decoration, and/or signage and bag and remove event related trash including any food waste (“Event Host’s Belongings”). LOFT PAC will not be responsible for disposing of Event Host’s belongings, and if they remain unclaimed after end time of Event, LOFT PAC reserves the right to treat the items as abandoned and dispose of them as we see fit. If Theater is not cleaned of event related trash, Event Host will be charged $200 for cleaning services.

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### **STAFFING:**

An event chaperone, the cost of which is included in the Private Event Fees, will be on site during the event to answer Event Host questions. The bar and lounge are open and staffed by Loft PAC at 350 for all performances.

**TECHNICAL STAFFING:**

Technical staff are available for sound and lighting system (AV Equipment), and/or load-in help during each event. Advance notice is required to book these services, and services are not guaranteed if they are not requested upon your initial booking. Event Hosts may under no circumstances operate curtains, AV Equipment, move lighting or customize the AV Equipment in any way. Lighting may be deployed by our Technical Staff using pre-programmed lighting settings.

Event Host will be expected to inform Technical Staff of lighting preferences, and curtain cues before event begins. Should Event Host require Technical Production Coordination prior to event, this must be determined and paid for before the signing of this contract..

### **MEDIA PRODUCTION:**

LOFT PAC does provide media services for Private Events at an additional cost. This includes but is not limited to setup and recording of the event and final output of each recording. Should Event Host require Media Production Coordination prior to event, this must be determined and paid for before the signing of this contract..

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### **DJ’S AND/OR ENTERTAINERS:**

If Event Host hires an entertainer, band or DJ to perform (“Entertainer”) for the event, Event Host must inform Entertainer that pyrotechnics, fog and/or smoke machines are not permitted, and additional lighting is not permitted. All equipment must be loaded in through double doors on the parking lot side, backstage, at a time scheduled with our staff, after “begin time” of the event on your Private Event Information Booking Form. Event Host’s Entertainer may under no circumstances operate curtains, AV Equipment, move lighting or customize the AV Equipment in any way. Hopewell Theater Technical Staff will be available at an additional charge, should your Entertainer or event require use of our AV Equipment.

### **DECORATIONS:**

All decorations and event signage must be free standing. Decorations cannot be tied to our lighting system, trusses or attached to interior or exterior building walls by any means, nor shall any advertising or event signs be supported by nails, tacks, screws, or adhesive tape on walls, windows, or woodwork on interior of exterior building walls. Candles, confetti, glitter, sparklers, birdseed, rice, potpourri, incense, aromatics, silly string, and other like materials are not permitted.

### **CHILDREN:**

Kids under age 18 are required to be accompanied by a parent or guardian at all times.

### **INSURANCE:**

Event Host must submit proof of an insurance policy that includes general liability, with limits of one-million dollars per occurrence/two million aggregate , within two weeks of booking event, naming Hopewell Theater, Inc. as additional insured. If Event Host does not possess coverage, or if the theater determines that coverage is not adequate, Event Host must acquire event insurance. Private Event dates will not be held without proof of insurance. If proof of insurance is not submitted within two weeks of booking event, the Private Event will be cancelled and all money previously paid for the Private Event will be forfeited to Hopewell Theater.

### **DAMAGE:**

Event Host is financially liable for any and all damage. This liability extends to all property comprising Hopewell Theater, its contents and grounds (“Theater Property”). Event Host agrees to pay for all damages caused to Theater Property during the Private Event of the Theater.

### **SMOKING:**

Smoking is not permitted inside LOFT PAC or within 50 feet of any exterior entrance. This includes e-cigarettes.

### **PETS:**

Pets and any other animals are not permitted inside LOFT PAC.

### **PARKING:**

LOFT PAC does own a parking lot. There is parking available at both entrances on Pleasant Valley Way.

**PUBLICITY/ADVERTISEMENTS/PROMOTIONS/PROGRAMS:**

Prior to printing or publishing publicity materials, Event Host must submit to LOFT PAC Marketing Director, for approval, any, and all print, broadcast, web-based or otherwise formatted advertisements, promotional materials or program materials (Promos) intended for use by the Event Host to promote the event. The following disclaimer must be posted on Promos in 9 pt + font “This program is not a production of LOFT PAC.” Failure to comply may result in cancellation of your event without a refund. Approval decisions will be delivered within five business days from date Event Host submits to Marketing Director and will not be unreasonably withheld.

### **HOLD HARMLESS:**

The Event Host agrees to indemnify and hold harmless Hopewell Theater, Inc. its employees, agents, and directors (“Hopewell Theater”) from all claims or suits, losses and expenses, fees (including attorney fees), costs, and judgments that may be asserted against LOFT PAC arising out of Event Host’s, Event Host’s guests and Event Host’s vendor’s (i) use of the Theater; (ii) negligence, fraud or willful misconduct in connection with the event or occurring on Theater Property.

### **LIMITATION OF LIABILITY:**

In no event will LOFT PAC be liable for any indirect, special, exemplary, consequential, incidental or punitive damages, lost profits, lost revenues or lost business expectations arising out of the Event Host’s event or arising out of the termination of that event in accordance with the terms outlined herein.

### **GOVERNING LAW:**

Questions regarding the enforceability and scope of the arbitration provision contained herein will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act. Otherwise, the laws of the State of New Jersey govern these Terms.

Any controversy or claim arising out of or relating to your event or your booking, shall be submitted to binding arbitration and **decided on an individual basis, and not on a class-wide or multiple plaintiff basis or in an action where any party hereto acts in a representative capacity, unless prohibited by law .** Any such arbitration shall be administered by the American Arbitration Association under its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **It is expressly acknowledged, understood and agreed that: arbitration is final and binding; the parties are waiving their right to seek legal remedies in court including the right to a trial by jury; pre-arbitration discovery generally is more limited than and different from that available in court proceedings; the arbitrator’s award is not required to include factual findings or legal reasoning; and any party’s right to appeal or vacate, or seek modification of, the arbitration award, is strictly limited by law.** The arbitration will be before a single arbitrator. The place of arbitration will be Mercer County, New Jersey, United States of America. It is understood, acknowledged and agreed that in any such arbitration, each party will be solely responsible for payment of his/her/its own counsel fees, with the costs of arbitration borne equally by the parties. Notwithstanding the foregoing, you or we may seek injunctive relief from an appropriate state or federal court located in Nevada prior to or during the arbitration.

I have read each item above and fully understand all terms, conditions, responsibilities of this Private Event

agreement and agree to comply with all of the above terms. My (or that of another authorized official) signing this confirms my agreement with the terms herein. I understand that non-compliance with the additional payment due dates and insurance requirements will result in the termination of my event without refund.